

April 16, 1937

LAW LIBRARY

ARIZONA ATTORNEY GENERAL

Mr. John J. Bugg
County School Superintendent
Florence, Arizona

Dear Sir:

This will acknowledge receipt of your letter of April 12th, which was addressed to Mr. Chandler, County Attorney of your county and has been forwarded to this office as requested by you.

In answer to your question as herein set forth:

"A certain teacher was employed to teach in the Casa Grande Grammar School, Pinal County, Arizona, for the term 1936-37 at a stipulated salary of \$1,380.00 payable in 24 equal installments of \$57.50. This teacher was to teach for the term. She was not given a written contract but began teaching at the opening of the school term in September. At the end of the fifth month, she resigned to accept another position without the consent of the Board of Trustees. She had up to that time received \$575.00 of her annual salary. She now contends that she is entitled to \$191.66 additional, or that she should receive a total of 5/9 of her salary since she taught five months of a nine months term."

It appears to the writer that it was the intention of the school district and the teacher that the compensation fixed by the verbal agreement should constitute salary for the teacher's services for the term to be taught during the school year 1936-37 and that payment in 24 equal installments was a mere device to which recourse was had for the convenience of the parties, or either of them.

In other words, the teacher was employed for the school year which consisted of nine months or 160 days at a fixed and stipulated salary of \$1,380.00 although, as above stated, it was divided into 24 equal installments payable semi-monthly as a matter of convenience.

Mr. John J. Bugg

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It is the opinion of this office that the salary of this teacher was intended solely as compensation for services rendered for the school term, and that the teacher who taught less than the entire term of nine months, or 180 days, should be paid for her time a sum which would bear the same proportion to the entire salary as the number of days taught would bear to 180.

In other words, the teacher taught for a period of five months and she would be entitled to 5/9 of the yearly salary of \$1,380.00.

Very truly yours,

JOE CONWAY
Attorney General

J. M. JOHNSON
Assistant Attorney General

E. G. FRAZIER
Special Assistant
Attorney General